

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

HICA EDUCATION LOAN CORPORATION BY AND THROUGH ITS LOAN SERVICING AGENT SALLIE MAE, INC.	*
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Plaintiff,	* CIVIL ACTION NO. 04-1226
	*
vs.,	* COLLECTION OF MONIES
	*
	*
RAMON OCHOA SALCEDO	*
	*
	*
Defendant.	*
	*

C O M P L A I N T

Plaintiff, HICA EDUCATION LOAN CORPORATION by its attorneys, for its complaint against the defendant, alleges as follows:

1. HICA EDUCATION LOAN CORPORATION (hereinafter "HICA ELC") is a United States chartered private corporation created pursuant to 20 U.S.C. Sec.1087-2, and having its principal place of business in Sioux Falls, South Dakota. The Court has jurisdiction under Title 28 U.S.C. § 1331 for a case arising under and seeking enforcement of a federal statute, namely: Health Education Assistance Loan Program; Title 42 U.S.C., 294-2941. In the alternative the court has jurisdiction under Title 28 U.S.C. § 1337.

2. Upon information and belief, defendant RAMON OCHOA SALCEDO, person residing or having his place of business in, Las Aguilas O-7, Tierraalta II, Guaynabo, Puerto Rico 00969.

3. On or before June 6, 1996 defendant filed an application requesting a Health Education Assistance Loan ("HEAL") from HICA EDUCATION LOAN CORPORATION (hereinafter "Bank") to assist him in obtaining an education. This applications resulted in Bank issuing two HEAL Loans to Defendant. The HEAL Loan is hereinafter referred to as the "Loan".

4. As further evidence of his indebtedness under the Loan, Defendant was required to execute promissory notes on or about June 19, 1996 (the "Note") in which Defendant agreed to repay the principal amount as set forth under the Loan plus interest. A true and correct copy of the Note are attached hereto as Exhibits "A".

5. Bank paid to defendant the original amount of \$36,050.51 in addition capitalized interest of \$2,323.76 minus principal payments of \$2,372.84 bringing the total principal amount to \$36,001.43.

6. Under the terms of the Loan, defendant promised to pay Bank, or the current holder of the note, the principal amounts set forth in the above paragraph plus interest thereon at variable rates as described in the Note. Payments were to be made in monthly installments continuing until the Loan was paid in full.

7. HICA ELC is the current holder of the note.

8. Despite demand from HICA ELC Defendant has failed to make payments on the Loan and continues to refuse or is unable to do so. Defendant is in breach under the terms governing the Loan.

9. Pursuant to the terms governing the Loan, HICA ELC, has exercised its option to accelerate the maturity of the Note because defendant's failure to comply with the

terms and conditions contained herein.

10. As of March 18, 2003, the total unpaid amount due under the Loan is \$36,001.43, of outstanding principal balance including capital interest, plus \$968.16 in accrued unpaid interest. As of the date of this Complaint, interest continues to accrue at the rate per day based on the current variable interest rate ("Variable Rate") of 4.0%. Pursuant to the terms of the Loan, the Variable Rate is subject to quarterly adjustment .

11. HICA ELC, has fully performed all of its obligations under the Note and any and all conditions precedent to Defendant's liability have occurred or have been satisfied.

12. As a direct and proximate result of defendant's failure and refusal to perform his contractual obligations, Plaintiff has incurred, and will incur, actual, incidental and consequential damages in and amount to be proven at trial.

13. Plaintiff is entitled to its costs and reasonable attorney's fees incurred in enforcing its rights under the Loan pursuant to the terms of the Note. Should judgment be rendered by default, Plaintiff request \$2,500.00 as reasonable attorney's fees.

WHEREFORE, Plaintiff request the Honorable Court to enter judgment against Defendant RAMON OCHOA SALCEDO as follows:

- a) For no less than the amount due under the Loan as secured by the Note: \$36,001.43, under the Loan, plus interest in the amount of \$968.16 currently due and interest accruing daily or such amount of interest as any adjustment to the variable Rate may require, from now until date of judgment.
- b) For Plaintiff's reasonable attorney's fees, plus court costs together with interest thereon at the highest rate permitted by law from date of judgment herein until

paid;

- c) For such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 18 day of march, 2004.

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